

AO 120 (Rev. 2/99)

TO: <b>Commissioner of Patents and Trademarks</b> Washington, DC 20231	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK</b>
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
filed in the U.S. District Court Central District of California on the following ☒ Patents or ☒ Trademarks:

DOCKET NO.	DATE FILED 5/18/05	U.S. DISTRICT COURT Central District of California, Southern Division
PLAINTIFF <b>SACV05-467 JVS (RNBx)</b> Broadcom Corporation		DEFENDANT Qualcomm Incorporated
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
<sup>1</sup> U.S. 6,847,686 B2	1/25/05	Broadcom Corporation
<sup>2</sup> U.S. 6,285,865 B1	9/4/01	Broadcom Corporation
<sup>3</sup> U.S. 5,425,051	6/13/95	Broadcom Corporation
<sup>4</sup> U.S. 5,657,317	8/12/97	Broadcom Corporation
<sup>5</sup> U.S. 6,389,010 B1	5/14/02	Broadcom Corporation

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY	<input checked="" type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Answer	<input checked="" type="checkbox"/> Cross Bill	<input checked="" type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK			
1					
2					
3					
4					
5					

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT <i>Stipulation</i>
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CLERK <b>SHERRI R. CARTER</b>	(BY) DEPUTY CLERK <i>L. WAGERS</i>	DATE <i>8-25-08</i>
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner  
Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

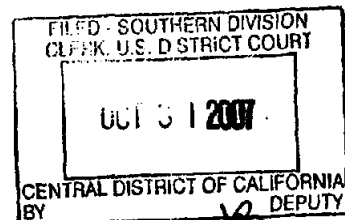
2005 MAY 18 PM 3:31  
U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

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MAY 24 2005  
BY *[Signature]* 024

0

1 LAURIE A. TRAKTMAN (SBN 165588)  
2 STEVEN M. REHAUT (SBN 121710)  
3 **GILBERT & SACKMAN**  
4 A Law Corporation  
3699 Wilshire Boulevard, Suite 1200  
Los Angeles, California 90010-2732  
(323) 938-3000; Fax: (323) 937-9139

5 Attorneys for Plaintiffs



6 **ORIGINAL**

UNITED STATES DISTRICT COURT

7 CENTRAL DISTRICT OF CALIFORNIA

8 BOARD OF TRUSTEES OF THE SHEET )  
9 METAL WORKERS' PENSION PLAN OF )  
10 SOUTHERN CALIFORNIA, ARIZONA AND )  
11 NEVADA; BOARD OF TRUSTEES OF THE )  
12 SHEET METAL WORKERS' HEALTH PLAN )  
13 OF SOUTHERN CALIFORNIA, ARIZONA )  
14 AND NEVADA; BOARD OF TRUSTEES OF )  
15 THE SHEET METAL WORKERS' SAVINGS )  
16 PLAN OF SOUTHERN CALIFORNIA; )  
17 BOARD OF TRUSTEES OF THE )  
18 SOUTHERN CALIFORNIA SHEET METAL )  
19 JOINT APPRENTICESHIP AND TRAINING )  
20 COMMITTEE; BOARD OF TRUSTEES OF )  
21 THE SHEET METAL WORKERS' LOCAL )  
22 105 RETIREE HEALTH PLAN; BOARD OF )  
23 TRUSTEES OF THE SOUTHERN )  
24 CALIFORNIA SHEET METAL WORKERS' )  
25 401(A) PLAN; BOARD OF TRUSTEES OF )  
26 THE SHEET METAL WORKERS' )  
27 INTERNATIONAL ASSOCIATION, LOCAL )  
28 UNION NO. 105 UNION DUES CHECK-OFF )  
FUND; AND BOARD OF TRUSTEES OF )  
THE SHEET METAL INDUSTRY FUND OF )  
LOS ANGELES; BOARD OF TRUSTEES OF )  
THE TRI-COUNTIES SHEET METAL AIR )  
CONDITIONING CONTRACTORS )  
ASSOCIATION INDUSTRY FUND; BOARD )  
OF TRUSTEES OF THE TRI-COUNTIES )  
SHEET METAL AND AIR CONDITIONING )  
INDUSTRY JOINT APPRENTICESHIP )  
COMMITTEE; BOARD OF TRUSTEES OF )  
THE SHEET METAL WORKERS )  
LOCAL 273 DUES CHECK OFF FUND; and )  
BOARD OF TRUSTEES OF THE SHEET )  
METAL WORKERS LOCAL 273 WAGE )  
EQUALITY FUND; BOARD OF TRUSTEES )  
OF THE SHEET METAL AND AIR )  
CONDITIONING CONTRACTORS OF SAN )  
DIEGO INDUSTRY FUND; BOARD OF )

Case No. SA CV 07-467 AG (AJWx)

STIPULATION FOR DISMISSAL OF JAMI  
DEE PICKERING ONLY, WITHOUT  
PREJUDICE

LOGGED  
3:15  
2007  
25  
26  
27  
28

FILED  
CENTRAL DISTRICT OF CALIFORNIA  
BY

1 TRUSTEES OF THE SHEET METAL AND  
2 CONDITIONING APPRENTICESHIP AND  
3 JOURNEYMEN TRAINING FUND; BOARD  
4 OF TRUSTEES OF THE SHEET METAL  
5 WORKERS' LOCAL 206 SECTION 401(K)  
6 PLAN; and SHEET METAL WORKERS  
7 INTERNATIONAL ASSOCIATION, LOCAL  
8 UNION NO. 206 WORKING DUES PLAN

9 v.

10 SOUTHWEST AIR BALANCE  
11 CORPORATION; STEPHEN LOUIS PENN;  
12 AND JAMI DEE PICKERING, individuals.

13 Defendants.

14 It is hereby stipulated by and between the parties to this action, through their  
15 respective legal counsel of record, that this matter may be dismissed as to defendant Jami  
16 Dee Pickering only, without prejudice.

17 The parties shall each bear their own costs and legal fees.

18 Dated: October 22, 2007

Respectfully submitted,

GILBERT & SACKMAN  
A Law Corporation

19 By   
Laurie A. Traktman  
Attorneys for Plaintiffs

20 Dated: October 19, 2007

LAW OFFICES OF SAMUEL CUBETE

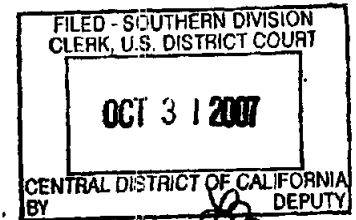
21 By   
Samuel Cubete  
Attorneys for Defendants Stephen Louis Penn  
and Jami Dee Pickering

22 IT IS SO ORDERED.

23 Dated: October 31, 2007

24   
U.S. District Court Judge

1 LAURIE A. TRAKTMAN (SBN 165588)  
2 STEVEN M. REHAUT (SBN 121710)  
3 **GILBERT & SACKMAN**  
4 A Law Corporation  
5 3699 Wilshire Boulevard, Suite 1200  
6 Los Angeles, California 90010-2732  
7 (323) 938-3000; Fax: (323) 937-9139  
8  
9 Attorneys for Plaintiffs



6 **ORIGINAL**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JS6

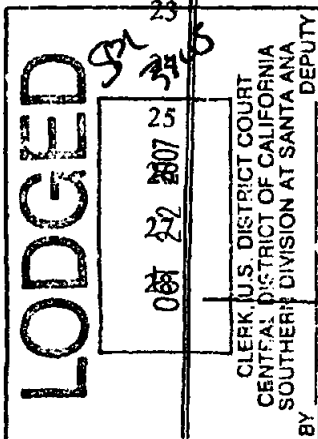
9 BOARD OF TRUSTEES OF THE SHEET  
10 METAL WORKERS' PENSION PLAN OF  
11 SOUTHERN CALIFORNIA, ARIZONA AND  
12 NEVADA, et al.

Case No. CV-SACV 07-467 AG (AJWx)


STIPULATION FOR JUDGMENT;  
~~(PRODUCED)~~ ORDER THEREON


13 v.

14 SOUTHWEST AIR BALANCE  
15 CORPORATION; STEPHEN LOUIS PENN;  
16 ~~AND JAMI DEE PICKERING~~ Individuals,  
17 Defendants. *[signature]*



1 IT IS HEREBY STIPULATED by and between Plaintiffs, Board of Trustees of the  
2 Sheet Metal Workers' Pension Plan of Southern California, Arizona and Nevada; Board of  
3 Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona and  
4 Nevada; Board of Trustees of the Sheet Metal Workers' Savings Plan of Southern  
5 California, Arizona and Nevada; Board of Trustees of the Southern California Sheet Metal  
6 Joint Apprenticeship and Training Committee; Board of Trustees of the Sheet Metal  
7 Workers' Local 105 Retiree Health Plan; Board of Trustees of the Sheet Metal  
8 Workers' International Association, Local Union No. 105 Union Dues Check-Off Fund; and  
9 Board of Trustees of the Sheet Metal Industry Fund of Los Angeles; Board of Trustees of  
10 the Tri-Counties Sheet Metal and Air Conditioning Industry Joint Apprenticeship  
11 Committee; Board of Trustees of the Sheet Metal Workers Local 273 Dues Check Off  
12 Fund; and Board of Trustees of the Sheet Metal Workers Local 273 Wage Equality Fund;  
13 Board of Trustees of the Sheet Metal and Air Conditioning Contractors of San Diego  
14 Industry Fund; Board of Trustees of the Sheet Metal and Air Conditioning Apprenticeship  
15 and Journeymen Training Fund; Board of Trustees of the Sheet Metal Workers' Local 206  
16 section 401(k) Plan; and Sheet Metal Workers International Association Local Union No.  
17 206 Working Dues Plan (the Sheet Metal Workers' Trust Funds or the "Plans") and  
18 Stephen Louis Penn and Jami Dee Pickering ("Individual Defendants") (collectively  
19 "Defendants"), subject to the approval of this Court:

20 1. The Company and the Individual Defendants  are and have been parties to  
21 collective bargaining agreements with Sheet Metal Workers International Union, Local Nos.  
22 105, 273, and 206, which creates an obligation to pay monthly employee benefit plan  
23 contributions to the Plans.

24 2. That the Company and the Individual Defendants  are indebted to the Plans

1 for delinquent contributions in the amount of \$19,993.26, liquidated damages in the  
2 amount of \$5,800.22, interest in the amount of 2,000.00, and attorney's fees in the amount  
3 of \$7,000.00 for a total amount of \$34,793.48.

4  
5 3. The Company and Individual Defendants remain delinquent in their required  
6 payments of employee benefit plan contributions to the Plans.

7 4. Based on the foregoing, judgment may be entered in this case in favor of the  
8 Plans and against Southwest Air Balance Corporation, Inc. and Stephen Louis Penn *SLP*  
9 *SLP* *SLP* ~~Jami Dean Pickering~~, individuals, jointly and severally, in the amount of \$34,793.48 for an  
10 audit conducted for the period of July 2002 to June 2006, liquidated damages on the audit,  
11 interest, attorney fees and costs, together with post-judgment interest thereon at the rate of  
12 10% per annum as of the date of the Judgment.

13  
14 5. The Company and the Individual Defendants *SLP* may satisfy the judgment by  
15 paying, and shall pay, the Plans the total sum of \$25,793.48 in accordance with the  
16 following installment schedule: \$1,074.73 shall be paid by October 1, 2007 with continuing  
17 payments of \$1,074.73 on the 1<sup>st</sup> day of each consecutive month with a final payment on  
18 September 1, 2009. Each and every installment payment must be made by fully  
19 negotiable check or cashier's check payable to the "Sheet Metal Workers' Trust Funds",  
20 and must be received in the offices of the Plaintiffs' legal counsel, Laurie A. Traktman,  
21 Esq., Gilbert & Sackman, A Law Corporation, 3699 Wilshire Boulevard, Suite 1200, Los  
22 Angeles, California 90010-2732.

23  
24 6. The amounts listed as contributions due are based on reports submitted by  
25 Southwest Air Balance Corporation, Inc. This agreement is not intended to and does not  
26 prejudice the Plans right to collect additional amounts if additional contributions are in fact  
27 due.  
28

1 7. Apportionment and crediting of all sums received by the Plans under or  
2 pursuant to this Stipulation for Judgment shall be at the sole and exclusive discretion of the  
3 Plans, consistent with federal law.  
4

5 8. The Company and Individual Defendants may be restrained and enjoined, for  
6 the period beginning with the month of September 2007 through October 2009, from failing  
7 or refusing:

- 8 a. to make payments of contributions to the Plans on the dates on which  
9 they fall due; and  
10  
11 b. to submit to the Plans accurate and complete remittance reports on  
12 the dates on which they fall due, including, when applicable, "no hours"  
13 reports for months for which no covered work is performed.  
14  
15 c. to submit to the Plans a monthly list of all construction jobs which at  
16 that time are in progress, were completed within the last 120 days, or  
17 are contemplated to be started within the next 30 days, and accounts  
18 receivables which should include, among others things, the following  
19 information: the proper names and addresses of the jobs on which the  
20 company and/or Individual Defendants are working, the names and  
21 addresses of the owners of the jobs, the names and addresses of the  
22 general contractors on the job and the numbers of hours that each  
23 employee worked on the jobs, any certified payrolls, and the dates the  
24 jobs were completed or are expected to be completed, to the extent  
25 that such information is available.  
26

27 9. In the event the Company and Individual Defendants, and any of them, fail to  
28 comply with any of the provisions set forth in paragraphs 6 or 8 above, or any other

1 provision of this Stipulation, the entire amount of the judgment, less any payments actually  
2 received at the time of such default, shall become immediately due and payable to the  
3 Plans from Southwest Air Balance Corporation, Inc. and Individual Defendants, plus  
4 interest on such unpaid amounts at the annual rate of twelve percent (12%).  
5

6 10. This Court may retain jurisdiction over this matter through November 2009, to  
7 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and  
8 equitable relief, to make appropriate orders of contempt, and to increase the amount of  
9 judgment based upon additional sums owed to the Plans by defendants. Supplemental  
10 judgments may be entered in this action against Southwest Air Balance Corporation, Inc.  
11 and Individual Defendants *and* in favor of the Plans for such sums as may be determined  
12 by the Plans and established upon application to the Court by declaration and noticed  
13 motion.  
14

15 11. The Plans shall have the right, upon twenty (20) days reasonable request  
16 made in writing, to audit or examine any books or records relating to the financial condition  
17 of the Company to ensure compliance with the terms of this Stipulation.  
18

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12. In the event any litigation becomes necessary to enforce any term or terms of this Stipulation, the prevailing party or parties shall be awarded and shall recover all reasonable attorneys' fees and costs of suit.

Dated: 10-22-07

Respectfully submitted,

**GILBERT & SACKMAN**  
A Law Corporation

By: 

Laurie A. Traktman  
Attorneys for Plaintiffs

Dated: 10-16-07

Southwest Air Balance Corporation, Inc.

By: 

Stephen Louis Penn, President

Dated: 10-16-07

Stephen Louis Penn

By: 

Stephen Louis Penn, Individual

Dated: \_\_\_\_\_

  
~~Jami Dee Pickering~~

By: 

~~Jami Dee Pickering, Individual~~

IT IS SO ORDERED.

Dated: October 31, 2007

Judge: 

ANDREW J. GUILFORD